From:	ehud barak <ehbarak1@gmail.com>
To:	Priell Barak Nili <nilipriell@gmail.com>
CC:	
Date:	Mon, 3/3/2014 2:46:09 PM
Subject:	Fwd: scanned and signed NDA

Sent from my iPhone

Begin forwarded message:

> **From:** ehud barak <ehbarak1@gmail.com>
> **Date:** March 3, 2014 at 9:58:08 GMT+2
> **To:** John Festival <john.festival@pxx.ca>
> **Subject: Fwd: scanned and signed NDA**
>
> John Hi
> As agreed please find attached the countersigned NDA. In an hour I will send you a more classified presentation of the project for your use in a preparation for possible meeting with GERI people.
> Of course, only a direct meeting will give you real a sense of the project's potential. Even the classified presentation can not replace it.
> I propose to you to consider a meeting in Calgary next week between you and your people with GERI professionals . Optionally accompanied by 1-2 Ph.Ds from the Hi-Tech Co.
> This will enable you to meet later,in two weeks time, with Mr. Frydman, GERI's main shareholder who visits Alberta during the last two weeks of March.
> I'm also sending Mr. Frydman your contact info in case he will be interested in adding information to your consideration. He is fully updated re our contacts.
> Looking forward for your thoughts about how to continue.
> Best
> Ehud Barak
>
> > **Subject: scanned and signed NDA**

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of February 28, 2014 between **GENERAL ENERGY RECOVERY INC.**, a Yukon corporation having an office in Calgary, Alberta ("***GERI***"), **FORTUNE ENERGY INC.**, an Alberta corporation having an office in Calgary, Alberta (together with GERI, the "***Company***"), and **BLACK PEARL RESOURCES** (PPX)., a Alberta Corporation having an office in Calgary, Alberta ("***Recipient***").

WHEREAS Recipient desires to receive and the Company is prepared to supply certain Confidential Information (defined below) on the terms and conditions set out herein and solely for the purpose of discussing potential ventures or collaborations between the Company and Recipient (the "***Purpose***");

AND WHEREAS the Company has, in part, acquired the Confidential Information through the expenditure of time, effort and money and wishes to protect the Confidential Information as the use or disclosure of the Confidential Information by or to anyone, but particularly to the general public or a competitor of the Company, could be highly detrimental to, and not in the best interests of, the Company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Company providing Confidential Information to Recipient and the exchange of other good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. For the purposes of this Agreement, "***Confidential Information***" shall mean any and all information provided by, or on behalf of, the Company to Recipient prior to or following the execution of this Agreement and in any way relating to the Purpose (including, without limitation, any and all information related to the Company's business, finances, operations, opportunities, prospects, strategic planning, contractual arrangements, research and development activities, regulatory issues, forecasts, products, computer systems, data, data models, data structures, analysis, compilations, improvements, processes, technical specifications, technical information, works, studies, notes, memoranda, and know-how provided in connection therewith), provided however that Confidential Information shall not include information which Recipient can establish through written records:

   (a) is, at the time of disclosure, readily available to the trade or the public through no fault of Recipient; provided, however, that that where any part of such information is readily available to the trade or the public but a compilation of information which includes such part is not so available then such compilation shall be treated as Confidential Information hereunder; or

   (b) was rightfully in its possession prior to the disclosure of such Confidential Information to the Recipient by, or on behalf of, the Company.

2. Recipient shall use the Confidential Information solely for the Purpose and shall not use the Confidential Information in any manner except as reasonably required for the Purpose. Nothing in this Agreement obligates the Company to make any particular disclosure of Confidential Information. This Agreement shall apply to all Confidential Information regardless of its form or medium, whether conveyed orally, visually, electronically or in writing, and whether or not it is designated as "confidential".

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3. Recipient shall protect the Company's interest in the Confidential Information and shall keep the Confidential Information confidential. Recipient shall not disclose, allow access to, transmit or transfer the Confidential Information to any party without the Company's prior written consent; provided, however, that Recipient may disclose the Confidential Information to those of its directors, officers and employees ("***Representatives***") who have a need to know the Confidential Information for the Purpose provided that Recipient shall ensure that such Representatives treat the Confidential Information as confidential and at all times in a manner consistent with this Agreement and Recipient shall be liable for any loss or damage resulting from any Representative failing to do so.

4. Recipient shall promptly notify the Company of any unauthorized use or possession of the Confidential Information that comes to Recipient's attention.

5. In the event that Recipient is required to disclose Confidential Information pursuant to any applicable law or an order from a court of competent jurisdiction, Recipient shall only disclose such portion of the Confidential Information that it is legally required to disclose, and shall use all reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Recipient shall promptly notify the Company of the required disclosure and any relevant information in respect thereto so that the Company may take appropriate steps to protect such Confidential Information from such disclosure.

6. The Confidential Information shall not be copied or reproduced in any form or stored in a retrieval system or database by Recipient without the prior consent of the Company, except for such copies and storage as may reasonably be required internally by Recipient for the Purpose. All copies of the Confidential Information shall contain the same proprietary notices which may appear on the original.

7. Recipient shall upon request immediately return to the Company or destroy, as directed by the Company, the Confidential Information and all copies thereof in any form whatsoever under the power or control of Recipient or its Representatives and immediately destroy all compilations, analysis or derivative work relating to the Confidential Information. Where Recipient satisfies its obligation to return or destroy the embodiments of the Confidential Information by destroying such embodiments, Recipient will deliver to the Company a certificate signed by an officer of Recipient certifying such destruction of such embodiments.

8. All right, title and interest in and to the Confidential Information, including, without limitation, all patent rights, trade secret and confidential information rights, copyrights and other intellectual property, industrial, proprietary and other rights of any kind or nature, shall remain the exclusive property of the Company, and the Confidential Information shall be held in trust and confidence by Recipient for the Company. The Company shall retain title to all tangible media on which Confidential Information resides, including documentation, discs, and all copies thereof. No interest, licence or any other right in, or to, the Confidential Information, other than expressly set out herein, is granted to Recipient under this Agreement by implication or otherwise. Although the Confidential Information is obtained from sources believed to be reliable, the Confidential Information is provided hereunder on a strictly "as is", "where is", "with all faults" basis, and without warranties, conditions or representations of any kind, express or implied. For greater certainty, this Agreement, and the provision of Confidential Information, shall not constitute any representation, warranty or guarantee to Recipient by the Company whatsoever.

9. Recipient understands and agrees that the Confidential Information is information of a confidential nature of the Company, is consistently treated as such by the Company and that the

public release of this information shall cause irreparable damage to the Company. The Confidential Information is being disclosed by the Company in specific reliance on the commitments and representations of Recipient in this Agreement. It is accordingly agreed that the Company shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity.

10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and restates and supercedes any prior understandings and agreements between the parties hereto with respect thereto. No failure or delay by any party in exercising any right under this Agreement shall operate as a waiver thereof or preclude any other or further exercise of such right or the exercise of any other right under this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of Alberta and the federal laws of Canada applicable therein, without reference to conflicts of law principles. Recipient may not assign this Agreement.

12. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.

13. This Agreement may be executed in counterpart (as evidenced by an original or facsimile signature).

IN WITNESS WHEREOF the parties have executed this Agreement.

GENERAL ENERGY RECOVERY INC.

By: _____
Name:
Title:

FORTUNE ENERGY INC.

By: _____
Name:
Title:

BLACK PEARL RESOURCES (~~INC~~ Ltd.)

By: _____
Name: John Festival
Title: President & CEO

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